

PROFFER AGREEMENT

With respect to the meeting of James Santaniello ("Client") and his attorney, Nick Akerman, Esq., with Assistant United States Attorney James Santaniello to be held at the Office of the United States Attorney for the Southern District of New York on June 23, 2010 ("the meeting"), the following understandings exist:

(1) **THIS IS NOT A COOPERATION AGREEMENT.** The Client has agreed to provide the Government with information, and to respond to questions, so that the Government may evaluate Client's information and responses in making prosecutive decisions. By receiving Client's proffer, the Government does not agree to make a motion on the Client's behalf or to enter into a cooperation agreement, plea agreement, immunity or non-prosecution agreement. The Government makes no representation about the likelihood that any such agreement will be reached in connection with this proffer.

(2) In any prosecution brought against Client by this Office, except as provided below the Government will not offer in evidence on its case-in-chief, or in connection with any sentencing proceeding for the purpose of determining an appropriate sentence, any statements made by Client at the meeting, except in a prosecution for false statements, obstruction of justice or perjury with respect to any acts committed or statements made during or after the meeting or testimony given after the meeting .

(3) Notwithstanding item (2) above: (a) the Government may use information derived directly or indirectly from the meeting for the purpose of obtaining leads to other evidence, which evidence may be used in any prosecution of Client by the Government; (b) in any prosecution brought against Client, the Government may use statements made by Client at the meeting and all evidence obtained directly or indirectly therefrom for the purpose of cross-examination should Client testify; and (c) the Government may also use statements made by Client at the meeting to rebut any evidence or arguments offered by or on behalf of Client (including arguments made or issues raised sua sponte by the District Court) at any stage of the criminal prosecution (including bail, all phases of trial, and sentencing) in any prosecution brought against Client.

(4) The Client understands and agrees that in the event the Client seeks to qualify for a reduction in sentence under Title 18, United States Code, Section 3553(f) or United States Sentencing Guidelines, Sections 2D1.1(b)(11) or 5C1.2, the Office may offer in evidence, in connection with the sentencing, statements made by the Client at the meeting and all evidence obtained directly or indirectly therefrom.

(5) To the extent that the Government is entitled under this Agreement to offer in evidence any statements made by Client or leads obtained therefrom, Client shall assert no claim under the United States Constitution, any statute, Rule 410 of the Federal Rules of Evidence, or any other federal rule that such statements or any leads therefrom should be suppressed. It is the intent of this Agreement to waive all rights in the foregoing respects.

(6) If this Office receives a request from another prosecutor's office for access to information obtained pursuant to this Proffer Agreement, this Office may furnish such information but will do so only on the condition that the requesting office honor the provisions of this Agreement.

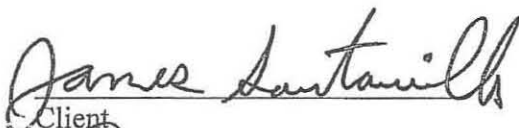
(7) It is further understood that this Agreement is limited to the statements made by Client at the meeting and does not apply to any oral, written or recorded statements made by Client at any other time. No understandings, promises, agreements and/or conditions have been entered into with respect to the meeting other than those set forth in this Agreement and none will be entered into unless in writing and signed by all parties.

(8) The understandings set forth in paragraphs 1 through 7 above extend to the continuation of this meeting on the dates that appear below.

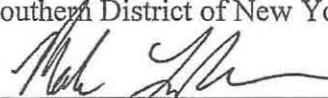
(9) Client and Attorney acknowledge that they have fully discussed and understand every paragraph and clause in this Agreement and the consequences thereof.

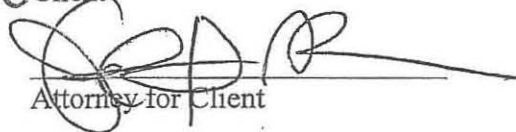
Dated: New York, New York


PREET BHARARA
United States Attorney for the
Southern District of New York


Client

By:


Assistant United States Attorney


Attorney for Client


Witness

Dates of Continuation

Initials of counsel, Client, AUSA, witness

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

1A-24

FD-340 (Rev. 4-11-03)

File Number 281A - BS 83627-302

Field Office Acquiring Evidence _____

Serial # of Originating Document 173Date Received 12/7/10From SA Brian F. Warren
(Name of Contributor/Interviewee)

(Address)

(City and State)

By SA Brian F. WarrenTo Be Returned ☐ Yes ☒ NoReceipt Given ☐ Yes ☒ NoGrand Jury Material - Disseminate Only Pursuant to Rule 6 (e)
Federal Rules of Criminal Procedure☐ Yes ☒ No

Federal Taxpayer Information (FTI)

☐ Yes ☒ NoTitle: Anthony Amblotta;
et alOC/LCW/Genovese/Springfield RegimeReference: _____
(Communication Enclosing Material)Description: ☒ Original notes re interview ofJames Santaniello

MSD

12/7/10

1/6

Exercise pressed

J.S. Consulting
Mgmt Buys

Sabumallo Insurance
w/ brother

PBS - Account Company
Richard Stambouki
Account

Most business w/ DK thru. Mudi Gwas out
- not related to cash flow of

DK met
@ Cocktails bar

JS knew DK's father

Jim Fiore intro.
Att'y @ City Council
private practice.

mid 90's
west side
street
level
year

issue
complicated { problem w/ expanding establishment
in Silver City Slope Dan Silver, lt att'y assist DK
Fire Inspector
potential lobbying / Pro - Estor working towards.
zoning / certificate of occupancy

originally

Richard Corbett, att'y

gradually less available; hence really more w/ DK - politically connected
Then DK on own
Increase work cases less overhead. w/ May of Albano
by clk

DK employed by
not for service.
Robinson / Donovan

2/6

Next OC - (DK own office)

Cause of cash at time of extortion

Cash
Baba

New Room @ Mardi Gras

Boorbon Street

(Dwyer/Taylor)

Frank Capri - construction

→ AA FG TA + DK

JS - knew DK represented "Gems"

why DK ⇒

→ asked if Gems/AA had

power = are they for real

→ want Baba's
business only delw/AA

AA saying we will be better re cut can they take Baba out

→ Then Baba for you.

knew that JS + the boys had DK -
in common

DK - Yes, they have power.

heave began 1K cash/wk (1.5 - 2.0) go (Ref DK cash over

less billing post
Robinson

possibly small ^{pegs} early on. Sorry responsible for cash
pmts.

took \$ out of cocktails (peak)

less structured amts.

originally 500K

→ 1000K

helping w/
AA, permits

DK - no bill for billing

Referral closings
- also bus closings

DK time over OC + buss.

→ DK gave info known about a witness (DK)
Bess

w/DK's help ⇒ sale of

AA FG TA + AA (4 partners)

→ Taking Baba's business.

3/6

Vending Deal (DK, JS attf).

have JS buy Baba's business

legal papers drawn up

→ Mark Kenny Albano represented Baba +

a 1m w/ J/E.

(Cimmino)

IV - detail on meeting

JS - 75%
AA 25% } only on JS location

Post Closing

AA envelope (monthly)

originally JS → AA

(hence issue; not enough) →

AA AA
+ F/G in jail

TA - running buss. negatively

JS panicked + went to DK

Discussed w/ DK

cause deal out of hand (getting out of hand)

JS - DK How can I get out of this.)

→ meetings of office + cover

DK gets to 4-6 mos. after closing

why? got ridiculous - grew 3k/wk - 12k/mo for several months.

9/- - last mt

almost 275

AA envelope

why

not no pattern

envelope "KD" for DK

AA - blank 2 weekly Refund.

JS - Tell DK This is AA's money

288k over 275

100k deal note (DK did note) only cover.

(Life Manhattan)

- These guys are torturing

- Deal brought to DK → JS

- I can't afford This.

- Deal not working financially

DK's response

replies -

- PK in

7. mining and the service of

JS mode pits

AA in jail -> JS asked DK to talk w/ TG also wanted DK
to get me out of there for a yr plus 100K diff

DK - I'll try, I'll

Ta/k To TG-

Reverses for 1099 on cash reference.

Mc Reports back that TA
was receptive to getting out

Del. Strick in OK office

1) K.

TC

TS

— told what we're

≈ 300 K

needed DC to witness agreement for A

I was there w/

JS + TG meet in

Act + FG

— vending 12. K

- Room Impulse

TE - seal wheel to run it by
AA + TE

not in writing.

why case. DK witness

DK handled transfer of Note to Art...

2 not seen note

76 to notify orig. Note signees.

↳ known owners due to profitable poker
market in restaurant

DK put redacted to 750,-

5/6

JS told DK to start billing (a 1yr ago)

11

1954 contribution - 100,- here at Ram

make contributions on my behalf
JS Reimbursed

JS - report of activity to DK

Finny
beginning early on in dyc
time frame
(DK set up meeting cause
Geas' want to meet you JS.)

Few meetys w/ Geas' + DK present in office
- Get them off my back
possibly came to JS - initially

Reason: At not accurate
Reasons - only in your office -

State Street office - purpose: Have to pay, intimidation

firm you have to pay
DK is your friend
but he can only
do so much for you.

JS reports meeting - EATa -
JS rights down

For make del you are going to
if I don't pay what happens?
backed JS into corner and
bored at JS. Jim Miller

They had their own identity - apart from AA
They were going to get their &